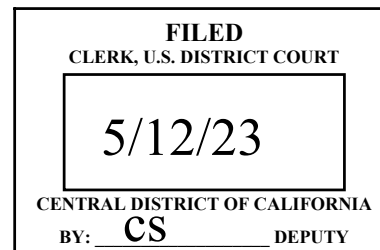


Jorge Alejandro Rojas
Rojas.jorge96@gmail.com
Plaintiff in Pro Se
557 Cambridge Way
Bolingbrook, IL 60440
424-219-1582



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JORGE ALEJANDRO ROJAS,
Plaintiff,

v.

INTEGRITY DOCS, LLC, CONSUMER
LEGAL GROUP, P.C., RICHARD
NODELMAN, and MICHAEL
WILLIAMS,
Defendants.

Case No. CV23-3679-RGK(MAAx)

COMPLAINT FOR:

1. VIOLATIONS OF THE TELEPHONE
CONSUMER PROTECTION ACT, 47
U.S.C. § 227

Plaintiff, Jorge Alejandro Rojas, files this Complaint under the Telephone Consumer Protection Act, 47 U.S.C. § 227, against Defendants Integrity Docs, LLC ("Integrity Docs"), Consumer Legal Group, P.C. ("Consumer Legal"), Richard Nodelman ("Mr. Nodelman"), and Michael Williams ("Mr. Williams"), collectively "Defendants", and alleges based on personal knowledge and information and belief, as follows:

INTRODUCTION

1. As the Supreme Court has explained, Americans passionately disagree about many things. But they are largely united in their disdain for robocalls. The government receives a staggering number of complaints about robocalls—3.7 million complaints in 2019. The States likewise field a constant barrage of complaints. For nearly 30 years,

1 representatives in Congress have been fighting back. As relevant here, the Telephone
2 Consumer Protection Act of 1991, known as the “TCPA”, generally prohibits robocalls
3 to cell phones and home phones. *See Barr v. Am. Ass’n of Political Consultants*, 140 S.
4 Ct. 2335, 2343 (2020).

5 2. Plaintiff brings this action against Defendants for violations of the TCPA, 47
6 U.S.C. § 227, and its implementing regulations, 47 C.F.R § 64.1200.

7 3. This case involves a campaign by Defendants to obtain business via itself or
8 affiliates making telemarketing calls concerning debt relief and debt verification
9 services.

10 **JURISDICTION AND VENUE**

11 4. This Court has subject-matter jurisdiction over the TCPA claims in this action
12 under 28 U.S.C. § 1331.

13 5. This Court has personal jurisdiction over Defendants as they regularly and
14 systemically conduct business in the state of California. Specifically, the Defendants
15 conduct significant business in the State. The wrongful conduct giving rise to this case
16 occurred in, was directed to, and/or emanated from this District.

17 6. Plaintiff has an area code of 424 and previously resided within this District.
18 The area code 424 is located within this District. Defendants directed their actions at
19 this District by calling Plaintiff who has a 424 area code.

20 7. Venue is proper under 28 U.S.C. § 1391(b)(2).

21 **PARTIES**

22 8. Plaintiff Jorge Alejandro Rojas is a natural person residing in Bolingbrook, IL
23 60440, and is a citizen of the State of Illinois. Plaintiff previously resided within this
24 District in Torrance, California.

25 9. Defendant Integrity Docs, LLC (“Integrity Docs”) is a Florida LLC, with a
26 principal address of 964 Cypress Dr Delray Beach, FL 33483, and a registered agent of
27 Richard Nodelman, located at the same address.

1 10. Defendant Consumer Legal Group, P.C. (“Consumer Legal”) is a New York
2 entity, with a registered agent of USACORP, Inc, and is located at 325 Division Ave,
3 Ste 201, Brooklyn, NY, 11211.

4 11. Defendant Richard Nodelman (“Mr. Nodelman”) is a member of Defendant
5 Integrity Docs and is located at 964 Cypress Dr Delray Beach, FL 33483.

6 12. Defendant Michael Williams (“Mr. Williams”) is a member of Defendant
7 Integrity Docs and is located at 6170 Lake Lodge Dr Apt 4203 Winter Garden, FL
8 34787.

9 13. Defendants are each a person as defined by 47 U.S.C. § 153(39).

10 14. Defendants acted through their agents, affiliates, employees, officers,
11 members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
12 representatives, and/or insurers.

13 **STATUTORY BACKGROUND**

14 15. The TCPA makes it unlawful to make calls to any cellular or residential line
15 using an artificial or prerecorded voice, without the call recipient’s prior express
16 consent. *See* 47 U.S.C. § 227(b); *In the Matter of Rules & Regulations Implementing*
17 *the Tel. Consumer Prot. Act of 1991*, 27 F.C.C. Rcd. 1830, 1844 (2012).

18 16. The TCPA makes it unlawful to make calls using an automatic telephone
19 dialing system (“ATDS”) without the call recipient’s prior express consent.

20 17. The TCPA provides a private cause of action to persons who receive such
21 automated or pre-recorded calls. *See* 47 U.S.C. § 227(b)(3).

22 18. In 2013, the FCC required prior express written consent for all autodialed or
23 prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines.
24 It ordered that:

25 [A] consumer’s written consent to receive telemarketing robocalls must be signed
26 and be sufficient to show that the consumer: (1) received “clear and conspicuous
27 disclosure” of the consequences of providing the requested consent, i.e., that the consumer
28 will receive future calls that deliver prerecorded messages by or on behalf of a specific

1 seller; and (2) having received this information, agrees unambiguously to receive such calls
2 at a telephone number the consumer designates.[] In addition, the written agreement must
3 be obtained “without requiring, directly or indirectly, that the agreement be executed as a
4 condition of purchasing any good or service.[]” *In the Matter of Rules & Regulations*
5 *Implementing the Tel. Consumer Prot. Act of 1991*, 27 F.C.C. Rcd. 1830, 1844 (2012)
6 (footnotes omitted).

7 19. The TCPA’s definition of telephone solicitation applies to the “initiation of a
8 telephone call or message for the purpose of encouraging the purchase or rental of, or
9 investment in, property, goods, or services, which is transmitted to any person.” 47
10 U.S.C. § 227(a)(4).

11 20. The TCPA’s definition of unsolicited advertisement applies to “means any
12 material advertising the commercial availability or quality of any property, goods, or
13 services which is transmitted to any person without that person’s prior express invitation
14 or permission, in writing or otherwise.” 47 U.S.C. § 227(a)(5).

15 21. Under the TCPA, an individual may be personally liable for the acts alleged
16 in the Complaint pursuant to 47 U.S.C. § 217 of the TCPA, which reads, inter alia:
17 “[T]he act, omission, or failure of any officer, agent, or other person acting for or
18 employed by any common carrier or user, acting within the scope of his employment,
19 shall in every case be also deemed to be the act, omission, or failure of such carrier or
20 user *as well as of that person.*” (*emphasis added*)

21 22. When considering individual officer liability under the TCPA, other Courts
22 have agreed that a corporate officer involved in the telemarketing at issue may be
23 personally liable under the TCPA. *See, e.g., Jackson Five Star Catering, Inc. v. Beason*,
24 2013 U.S. Dist. LEXIS 159985, *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have
25 held that corporate actors can be individually liable for violating the TCPA “where they
26 ‘had direct, personal participation in or personally authorized the conduct found to have
27 violated the statute.’”); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415-16
28

1 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual
2 liability, the TCPA would lose much of its force.”).

3 23. Individual Defendants directed and oversaw the telemarketing activity in
4 progress, including selecting any third-party affiliate to make the call, exercised control
5 over those affiliates, and any other employees who made the telephone calls.

6 24. Employees can be held liable in TCPA actions for unlawful conduct.

7 25. The individual defendant in this case personally participated in the actions
8 complained of by: (a) personally selecting the phone numbers that would be called; (b)
9 approving the scripting that would be used on the calls; (c) selecting and managing the
10 dialing equipment or supplier of the same used to make the calls; and (d) personally
11 paying for the calls.

12 26. The FCC has explained that its “rules generally establish that the party on
13 whose behalf a solicitation is made bears ultimate responsibility for any violations.” *See*
14 *In re Rules & Regulations Implementing the TCPA*, 10 FCC Rcd. 12391, 12397 (1995).

15 **FACTUAL ALLEGATIONS**

16 27. At all times relevant hereto, Plaintiff maintained and used a residential cellular
17 telephone line, with phone number (424) XXX-1582. The phone number is not
18 associated with a business and is used by Plaintiff solely.

19 28. Plaintiff is the account holder and customary user of his phone number.

20 29. Plaintiff registered his phone number on the Federal Do Not Call Registry on
21 or around January 18, 2008.

22 30. Plaintiff registered his phone number on the Do Not Call list to obtain solitude
23 from invasive and harassing telemarketing calls. The calls prevented Plaintiff from
24 using his phone for legitimate purposes.

25 31. Plaintiff also alleges that Defendants may have made other telephone calls
26 prior to the Call 1 identified below, which will be identified further in discovery.

27 32. **Call 1.** On or about May 12, 2023, at 11:51 AM Chicago time, Plaintiff
28 received a telephone call from Defendants, from 619-489-1031.

1 33. Plaintiff missed this call.

2 34. Defendants left a pre-recorded voicemail, of a female, advertising the services
3 of the Defendants debt resolution services. The voicemail provided a call back number
4 different than the telephone number which called Plaintiff.

5 35. A rough transcription of the voicemail left by the Defendants is as follows:
6 “Hi there I'm with the financial hardship department at debt-free living and I've been
7 assigned to assist you with your recent application for hardship assistance so I've
8 reviewed your application and am pleased to inform you that you've been approved for
9 up to \$37,000 in financial support our program is designed to provide unique
10 opportunities to those facing financial difficulties so give us a call back at 1-833-214-
11 0582 within the next three business days in order to secure your approval once again
12 that number to call is 1-833-214-0582 will be available during normal business hours
13 between 10 AM and 7 PM eastern...”

14 36. Although Plaintiff is located in Bolingbrook, Illinois, and Defendants are
15 foreign Defendants, venue is proper in this District. Plaintiff previously resided within
16 this District, in Torrance, California, from 1996 to approximately 2014. Plaintiff
17 maintains a 424 telephone number, and that is the telephone number called by the
18 Defendants. *See Luna v. Shac, LLC*, 2014 U.S. Dist. LEXIS 96847, *11 (N.D. Cal. July
19 14, 2014) (finding purposeful direction "where Shac intentionally sent text messages
20 directly to cell phones with California based area codes, which conduct allegedly
21 violated the TCPA and gave rise to this action, Shac expressly aimed its conduct at
22 California."). *Branham v. ISI Alarms, Inc.*, 2013 U.S. Dist. LEXIS 124933, *28 (E.D.
23 N.Y. Aug. 30, 2013) (holding that the defendants should have anticipated that the use
24 of a system "to call a New York cell-phone number could subject them to being hauled
25 into court in New York."). Plaintiff also has a prior connection to this District based
26 upon his prior residence within it.

27 37. On May 12, 2023, Plaintiff called the telephone number which left the
28 voicemail back, 619-489-1031.

1 38. The telephone number which called Plaintiff has reports online concerning
2 other telemarketing activity. See <https://lookup.robokiller.com/p/619-489-1031> and
3 <https://800notes.com/Phone.aspx/1-619-489-1031>.

4 39. When Plaintiff called the number back, he spoke with a “Claudia” who
5 transferred Plaintiff to a “Linda Thompson.”

6 40. Linda stated she was located within the state of Florida.

7 41. The telephone call made by Defendants were for the purposes of soliciting
8 debt resolution services.

9 42. Linda Thompson stated she was working with Consumer Legal Group, who
10 employs Aryeh Weber, located in New York City, and in legal practice since 1976, to
11 help individuals engage in debt validation services.

12 43. Linda further stated that she worked with My Debt Free Living, with a website
13 of <https://www.integritydocs.com/>.

14 44. Linda pulled Plaintiff’s credit information, with Plaintiff’s consent. Linda
15 emailed Plaintiff from linda@integritydocs.com with a subject line of “The Consumer
16 Legal Group From Linda Thompson.”

17 45. The email from Linda included a screenshot of Linda’s computer screen, of
18 the Google Chrome browser, with a website URL of consumerlegallgroup.com, as well
19 as several bookmarks displayed on the screen, including “Leads System,” “Litigation
20 Practice...”, “Home Based Debt...”, and “secured party Doc...”

21 46. Plaintiff believes that the reference to “Litigation Practice” includes Litigation
22 Practice Group, which is another entity which engages in telemarketing calls.

23 47. Validation Partners, LLC, has an active affirmative court case against parties
24 including Litigation Practice Group and Integrity Docs in California state court.

25 48. The website IntegrityDocs.com, which Linda emailed Plaintiff regarding,
26 includes a footer of “Integrity Docs Debt Relief, LLC” and “Please call or complete the
27 form to connect with an Integrity Debt Relief representative for further details.”
28

1 49. Plaintiff has performed a search of the above LLC entity name and has not
2 found a corporate entity with that name.

3 50. Integrity Debt Relief, LLC, exists and is incorporated in the state of
4 California.

5 51. Integrity Docs, LLC, named in this action, changed its LLC name in
6 September of 2021, from MY RX SOLUTIONS, LLC, to its current name. In the
7 request to change names, submitted by Richard Nodelman, the website @dflnow.com
8 is used in the request for the e-mail of the submitter.

9 52. A search online of My Debt Free Living reveals a Facebook page of
10 <https://www.facebook.com/people/My-Debt-Free-Living/>, which includes a website of
11 mydebtfreeliving.com and an e-mail with the @dflnow.com domain.

12 53. The website www.mydebtfreeliving.com includes as a footer: “I authorize
13 Integrity Docs llc to call me and send pre-recorded messages and text messages to me
14 about Integrity Docs products and services at the telephone number I entered above,
15 using an autodialer, even if I am on a national or state “Do Not Call” list. Message and
16 data rates may apply. Maximum 10 texts per month. Consent for calls & texts is
17 optional. You can opt-out anytime. You also agree to our Terms of Service All
18 programs available through Integrity Docs Debt Relief LLC are made by affiliates in
19 their network and are subject to eligibility criteria and review of creditworthiness and
20 history. Integrity Docs Debt Relief LLC partners with one of the major law firms in the
21 country working currently in 48 states to aid customers with Debt Relief solutions.
22 Integrity Docs Debt Relief LLC does not guarantee residents of all states may
23 participate within the affiliate program. Please call or complete the form to connect with
24 an Integrity Debt Relief representative for further details. Copyright © 2022 | Integrity
25 Docs Debt Relief, LLC | All Rights Reserved.”

26 54. On May 12, 2023, Plaintiff received, while he was on the telephone call with
27 Linda, a retainer agreement to sign via Clixsign, which stated in part “Please click the
28

1 link below to complete the document. If you have any questions please consult your
2 representative at My Debt Free Living.”

3 55. The retainer agreement referenced Consumer Legal as being retained for the
4 purpose of debt resolution and verification services.

5 56. Linda has texted Plaintiff from telephone number 321-710-0406 with
6 references to “My Debt Free Living.”

7 57. Defendants failed to properly identify themselves when leaving the voicemail
8 in this action - Defendants specifically failed to identify who it was they were calling
9 on behalf of, and Plaintiff had to engage in investigative activity in order to identify
10 who the caller was.

11 58. Defendant Consumer Legal benefited from the telemarketing activities of the
12 other Defendants in this action. Defendant Consumer Legal was the ultimate party
13 which would benefit from the transaction because they would make money from the
14 debt resolution services being offered.

15 59. Consumer Legal has been sued by other individuals in the past for similar
16 activities. *See Gonzalez v. Consumer Legal Group, P.C.*, 3:23-cv-00187, W.D. Tex.

17 60. Plaintiff has submitted a Do Not Call request and a request for a copy of
18 Defendants do not call policy to Defendant, through Linda Thompson, via e-mail on
19 May 12, 2023.

20 61. This failure to identify also demonstrates the conduct alleged herein was done
21 in a knowingly and/or willful manner.

22 62. Plaintiff alleges that Defendants use an ATDS for reasons including the fact
23 that so many other individuals are receiving the same phone call.

24 63. Defendants website also includes reference to the use of an autodialer.
25 <https://www.mydebtfreeliving.com/>.

26 64. The call was made for the purposes of soliciting the services of an
27 organization which submits represents consumers for debt verification services.
28

1 65. Courts have relied in part on the “the general tort rule that ‘corporate officers
2 or agents are personally liable for those torts which they personally commit, or which
3 they inspire or participate in, even though performed in the name of an artificial
4 body.’” *Universal Elections*, 787 F. Supp. 2d at 416 (internal citations omitted); *see*
5 *also Am. Blastfax, Inc.*, 164 F. Supp. 2d at 898.

6 66. Individual Defendants named herein engaged in the operation of the
7 telemarketing scheme.

8 67. The conduct alleged in this action was made willful and knowingly, including
9 for example failing to fully disclose identity during the call.

10 68. The TCPA requires telemarketers to provide training to their employees,
11 contractors, etc., and Defendants have failed to properly train the same.

12 69. Defendants’ phone call utilized an Automatic Telephone Dialing System
13 (ATDS) without obtaining Plaintiff’s prior express written consent.

14 70. Defendants’ phone call left an automated or pre-recorded message on
15 Plaintiff’s telephone.

16 71. Plaintiff did not have a prior business relationship with Defendants.

17 72. Defendants did not have any consent to call Plaintiff.

18 73. Defendants are not an organization exempt from the TCPA.

19 74. Defendants’ calls to Plaintiff were made for the purpose or intention of being
20 a “telephone solicitation.”

21 75. Defendants’ calls to Plaintiff were made for the purpose or intention of being
22 an “unsolicited advertisement.”

23 76. Upon information and belief, Plaintiff received additional calls from
24 Defendants and their affiliates not included above.

25 77. Plaintiff alleges that Defendants train their affiliates to avoid divulging too
26 much information to leads and customers to evade TCPA liability.

27 78. The impersonal and generic nature of the calls demonstrate Defendants
28 utilized an ATDS and/or a pre-recorded voice in making the calls.

1 79. In total, Defendants and/or their affiliates placed at least one (1) telephone
2 solicitation call to Plaintiff.

3 80. As a result of the foregoing, Plaintiff experienced frustration, annoyance,
4 irritation, and a sense that his privacy has been invaded by Defendants.

5 81. Defendants have a pattern and practice of failing to comply with the TCPA.

6 82. The foregoing acts and omissions were in violation of the TCPA.

7 83. Defendants are engaging in violations of the TCPA to get business.

8 84. The TCPA prohibits placing calls using an automatic telephone dialing system
9 or automatically generated or prerecorded voice to a cellular telephone except where
10 the calling has the prior express consent of the called party to make such calls or where
11 the call is made for emergency purposes. 47 U.S.C. § 227(b)(1)(A)(iii).

12 85. As a result of Defendants' knowing and/or willful violations of 47 U.S.C. §
13 227, Plaintiff is entitled to treble damages of up to \$1,500.00 for each call made in
14 violation of the statute, pursuant to 47 U.S.C. § 227(b)(3)(C).

15 86. The acts and omissions of Defendants constitute knowing and/or willful
16 violations of the TCPA, including but not limited to each of the above-cited provisions
17 of 47 U.S.C. § 227.

18 87. Plaintiff seeks injunctive relief prohibiting such conduct violating the TCPA
19 by Defendants in the future.

20 88. Plaintiff is also entitled to an award of costs.

21 89. Defendants' calls were not made for "emergency purposes."

22 90. Defendants' calls to Plaintiff were made without any prior express written
23 consent.

24 91. Defendants' acts as described above were done with malicious, intentional,
25 willful, reckless, wanton, and negligent disregard for Plaintiff's rights under the law and
26 with the purpose of harassing Plaintiff.

1 92. The acts and/or omissions of Defendants were done unfairly, unlawfully,
2 intentionally, deceptively, and fraudulently and absent bona fide error, lawful right,
3 legal defense, legal justification, or legal excuse.

4 93. As a result of the above violations of the TCPA, Plaintiff has suffered losses
5 and damages as set forth above entitling Plaintiff to an award of statutory, actual and
6 trebles damages.

7 94. Plaintiff, in discovery will better identify how many telephone calls were
8 made by Defendants and or their agents or affiliates, and requests leave to amend the
9 complaint after identifying the instance count.

10 **COUNT 1. Violation of the TCPA's Automated Telemarketing Call Provisions, 47**
11 **U.S.C. § 227(b)(1)**

12 95. Plaintiff incorporates the foregoing paragraphs as though the same were set
13 forth at length herein.

14 96. Defendants or one of its affiliates or vendors called Plaintiff's cellular
15 telephone using an "automatic telephone dialing system" and/or a pre-recorded voice
16 as defined by the TCPA on at least one (1) occasion in violation of 47 U.S.C. §
17 227(b)(1), without Plaintiff's prior express written consent.

18 97. Plaintiff was statutorily damaged at least one (1) time under 47 U.S.C. §
19 227(b)(3)(B) by the Defendants by the telephone calls described above, in the amount
20 of \$500.00 for each.

21 98. Plaintiff was further statutorily damaged because Defendants willfully or
22 knowingly violated this subsection of the TCPA. Plaintiff requests that the court treble
23 the damage amount as permitted under 47 U.S.C. § 227(b)(3)(C) for these willful or
24 knowing violations.

25 WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor
26 and against, Defendants, jointly and/or severally, in an amount of \$1,500.00 plus costs and
27 any other remedy deemed appropriate.


28 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff respectfully requests that judgment be entered in favor of
2 him and against Defendants, jointly and/or severally, in an amount to be more fully
3 determined at trial, but at least \$1,500.00 as permitted by statute, as follows:

- 4 A. All actual damages Plaintiff suffered,
5 B. Statutory damages of \$500.00 per call for every violation of 47 U.S.C. § 227(b),
6 C. Treble damages of \$1,500.00 per call for each violation determined to be willful
7 and/or knowingly pursuant to 47 U.S.C. § 227(b)(3)(C),
8 D. All reasonable attorneys' fees, witness fees, court costs, pre-judgment and post-
9 judgment interest, and other litigation costs incurred by Plaintiff,
10 E. Injunctive relief prohibiting such violations of the TCPA by Defendants in the
11 future,
12 F. Leave to amend this Complaint to conform to the evidence presented at trial,
13 G. Any other relief this Court deems proper.

14 Respectfully submitted,

15 Dated: May 12, 2023

16 
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